

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF ARKANSAS  
FAYETTEVILLE DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
)  
Plaintiff, )

CIVIL ACTION NO.  
05-5128

QUILTED CARE, LTD. CO.; and )  
CONCORDIA QUILT, LLC, )  
d/b/a CONCORDIA CARE CENTER )  
Defendant. )

**SETTLEMENT AGREEMENT**

This action was instituted by the Equal Employment Opportunity Commission (hereinafter the "Commission") against the Defendant, Quilted Care, Ltd. Co.; and Concordia Quilt, LLC, d/b/a Concordia Care Center (hereinafter "Defendant"), to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII), and the Civil Rights Act of 1991, 42 U.S.C. §1981a, and to remedy unlawful practices alleged in the Complaint filed in this action.

In the event this proposed Settlement Agreement is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action. This Agreement shall not be admissible in any other civil actions other than actions arising out of the rights and obligations of the parties under this Settlement Agreement.

The Court has reviewed the terms of the proposed Settlement Agreement in light of the applicable laws and regulations and pleadings submitted by the parties and hereby approves the

Settlement Agreement.

**I. JURISDICTION**

The United States District Court for the Western District of Arkansas, Fayetteville Division, has jurisdiction over the parties and subject matter of this litigation.

**II. SCOPE AND DURATION OF AGREEMENT**

A. This Settlement Agreement resolves all issues and claims arising out of the Commission's Complaint in this cause alleging unlawful employment policies and practices maintained by the Defendant and arising out of Charge No. 251-2005-00023 filed by Maggie L. Bryant with the Commission. The Plaintiff's Complaint is hereby dismissed with prejudice. The parties have submitted an Order of Dismissal along with this Settlement Agreement. Notwithstanding any provisions contained in this Agreement, this Agreement shall not be considered in any manner to be dispositive of any charges now pending before any office of the Commission other than Charge No. 251-2005-00023.

B. The provisions of this Settlement Agreement shall continue to be effective and binding upon the parties to this action for a period of one year from the date of the entry of this Agreement.

**III. NON-DISCRIMINATION PROVISION**

A. Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant agree to refrain from engaging in any employment practice which has the purpose or effect of discriminating against any employee because of the employee's sex , because of pregnancy or any pregnancy related condition.

B. Defendant agrees to train its supervisors and managers in the requirements of Title

VII of the Civil Rights Act of 1964, as amended, regarding the prevention of sex discrimination and pregnancy discrimination. This training session will be conducted within sixty (60) days of the entry of this Settlement Agreement. A list of the employees that attend the training session, a copy of the syllabus, and a copy of the training materials will be provided to EEOC within thirty (30) days of the training session.

C. Defendant will provide a copy of its equal employment opportunity policy to all of its employees within thirty (30) days of the entry of this Settlement Agreement.

#### **IV. NON-RETALIATION PROVISION**

Defendant, its officers, agents, employees, and all persons acting in concert with Defendant shall not take any retaliatory measure against Maggie L. Bryant or any employee for opposing practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended, or for making a charge or complaint to the EEOC, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing under Title VII of the Civil Rights Act of 1964, as amended.

#### **V. NOTICE**

Defendant shall conspicuously post the notice (poster) required to be posted by Title VII of the Civil Rights Act of 1964, as amended. Furthermore, Defendant shall conspicuously post the notice at Appendix A of this Settlement Agreement for a six month period commencing within ten (10) days after entry of this Settlement Agreement by the Court.

#### **VI. INDIVIDUAL RELIEF**

A. Defendant agrees to expunge the personnel records of Maggie L. Bryant of any potentially unfavorable or adverse personnel comments regarding any aspect of her application

for employment with Defendant. Defendant shall expunge from these employment records any reference to the litigation of the matter.

B. Defendant shall deliver to the following address a cashier's check or business check payable to "Maggie L. Bryant" in the amount of \$17,000 in damages.

Maggie L. Bryant  
C/o Laura J. McKinnon  
McKinnon Law Firm  
740 Lollar Lane  
P.O. Box 1127  
Fayetteville, AR 72702-1127

The check should be mailed within ten (10) days after entry of this Settlement Agreement by the Court.

C. Defendant shall forward a copy of the check to William A. Cash Jr. at the EEOC Office in Little Rock, Arkansas.

D. Defendant agrees to provide an offer of employment to Maggie L. Bryant for a position in the housekeeping department at Defendant's Bella Vista facility. Defendant will extend the offer of employment to Maggie Bryant within ten (10) days of entry of this Settlement Agreement by the Court.

**VII. COSTS**

Plaintiff EEOC and Defendant shall bear their own costs, including attorneys' fees.

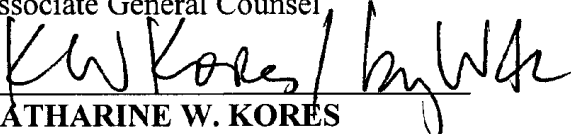
SO ORDERED THIS 21 DAY OF February, 2006.

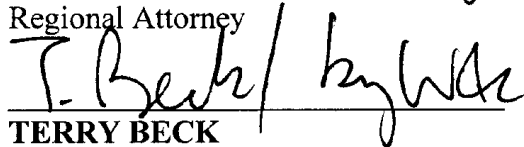
  
UNITED STATES DISTRICT JUDGE

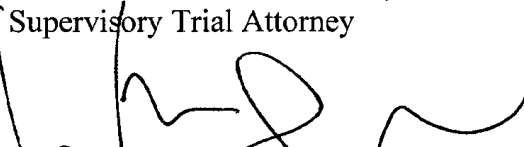
**COUNSEL FOR PLAINTIFF**

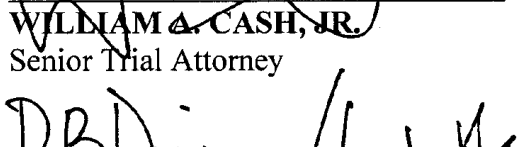
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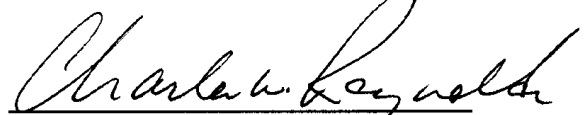
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**EQUAL EMPLOYMENT OPPORTUNITY  
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